



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, March 13, 2024 at 9:00 am**

**Crook County Administration Conference Room I 203 NE Court St. I  
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

## **PUBLIC COMMENT**

## **DISCUSSION**

### **1. Carcass disposal program for livestock producers in Crook County**

Requester: Ellie Gage

Presenters: Ellie Gage and Andy Gallagher, chair and vice-chair of Crook County Wolf Committee

### **2. Solid Waste Management Plan**

Requester: Jacquie Davis

Presenter: Kevin McCarthy, Principal of JRMA

### **3. ODHS Resilience Hubs & Networks Grant for library backup generator**

Requester: Sarah Beeler

Library Director

### **4. Acceptance of Crook County Cultural Coalition grant, \$2000 for Glenn Miller Orchestra**

Requester: Sarah Beeler

Library Director

### **5. Fair Board Applicant Consideration**

Requester: Casey Daly

Fairgrounds Manager

### **6. Approval of purchase of used All Terrain Forklift up to \$60,000**

Requester: Casey Daly

Fairgrounds Manager

### **7. Consider Appointments to the Abatement of Dangerous Building Code, Appeals Committee**

Requester: Randy Davis

Building Official

**8. Consider Appointments to the Budget Committee and the Compensation Committee**

Requester: Andy Parks

Contract County Administrator

**9. Intergovernmental Agreement (IGA) with the City of Prineville for Airport Operations**

Requester: Andy Parks

Contract County Administrator

**10. Discuss roles and responsibilities of Court (all commissioners) and board chair**

Requester: Andy Parks

Contract County Administrator

**ADMINISTRATOR REPORT**

**COMMISSIONER UPDATES**

**EXECUTIVE SESSION**

**11. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

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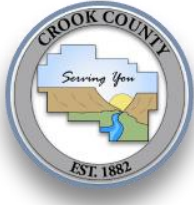
available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 03/11/2024 at 4:10 PM

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



# **Prairie City Composting Facility Operations and Maintenance Manual**



***Version Number: 1***

***December 2019***

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# Deer and Animal Carcass Composting Plan

## I. Purpose

This plan provides composting guidance and instructions on how to compost deer carcasses that can accumulate on ODOT highway right of way. Deer carcasses can pose safety, human health, and environmental risks in some situations. Dead deer and other large animal carcasses are defined as waste by Oregon Department of Environmental Quality (DEQ). DEQ is the primary state agency in Oregon that regulates and enforces waste management practices. Managing deer carcass waste using the composting methods outlined below addresses the risks associated with this special waste and complies with DEQ waste rules and requirements.

The facilities will be located where high numbers of deer carcasses are associated with vehicle collisions. Composting operations outlined below provide a basic ODOT composting plan as required by DEQ and other local regulators in Oregon for composting permits. ODOT Composting Plans will consist of this composting guidance document as well as additional information, plans, and documents that outline specific composting operations for individual ODOT composting facilities.



*Washington Dept. of Transportation deer composting operations near Maryhill, WA*

## II. Consideration and Requirements

### Permits:

Before any composting can begin, you must first have all operating permits in place as required by Oregon Department of Environmental Quality (DEQ) and local land use authorities. Call ODOT Maintenance and Operations Branch in Salem (503-731-8289) prior to setting up your composting operations. Staff at the Maintenance Office can assist you in determining if permits will be required for

your composting operations. DEQ does not require a composting permit if you compost less than 20 tons of feedstock annually. For deer carcasses this will work out to approximately 1 deer per day if the carcasses you are collecting average 100-120 lbs. You need to estimate number and weight of carcasses you will be composting to determine if a permit is necessary. Composting permits typically require a detailed compost site and operation plan. A Composting Plan will consist of this guidance document as well as additional documents that describe compost operations and concerns specific to your composting location. Additional documents will include maps, property descriptions, site plans, and written descriptions of composting details or activities not provided in this plan. Staff at ODOT Maintenance and Operations Branch can assist you in preparing documents and obtaining permits.

### **Site Location and Layout:**

Find a well-drained site with minimal slope, at least 300 feet from waterways and wetlands. Composting sites are not allowed inside a flood plain. Sites with hydrogeological or environmental concerns (unstable slopes, wetlands, shallow groundwater, endangered species habitat, etc.) should be avoided. The site should be isolated or screened from nearby residences and situated such that composting will occur at least 100 feet from adjacent property lines. Prevailing wind direction and aesthetic impact on neighbors and passersby should be considered when choosing a site. Odor, scavengers, and other issues typically associated with animal carcasses should not be problematic if you follow the composting guidance outlined below, but realize there is potential for these issues to be associated with your site. The site will need a paved surface made of asphalt, concrete, or compacted asphalt grindings that can be used as a base for setting up composting bins. Composting bins will be constructed on top of the paved surface with walls made from Jersey barrier (or a similar type of mobile concrete barrier structure). Bins will be a minimum of 20 feet wide by 20 feet deep. The number of bins and size of paved surface will depend on number of deer to be composted but it's likely four bins on a 50 ft. square pad (approx.) will be typical for small composting operations (see "Sizing the Bins" below).

### **Sizing the Bins:**

The size of bin you need, will depend on the size and numbers of animals you are composting and the size of equipment used to turn the compost.

- Bin width should be at least twice the width of the blade or bucket on the equipment you'll be using.
- Using estimates provided by the Minnesota Dept. of Agriculture a bin anywhere from 1300 to 2000 ft<sup>3</sup> is needed to compost 400 carcasses per year at 120 lbs. each. A bin sized at 20 ft. x 20 ft. x 6 ft. high gives you a volume of 2,400 ft<sup>3</sup>. This should be large enough to compost a little over 400 deer annually.
- Washington DOT trial compost operations found this estimate of 400 deer per bin (annually) may be high for composting operations in the Pacific Northwest. Wash. DOT operators found they could fit roughly 20 deer per pile and initial turnings took 4–6 weeks. However, they felt it is likely this rate could increase as they improved pile management techniques. Wash. DOT recommends closely monitoring moisture levels and using fresh compost as a bulking material around deer carcasses to improve composting rates.

- Composting volume rates will vary depending on the operating factors of your individual facility. However, using the volume estimates above it is likely you will be able to compost roughly 500 deer annually with the use of two 20 ft. x 20 ft. bins.
- Estimate the number of deer you will need to compost in a year. Consider the fact that you will be picking up more deer and need more space at different times of the year. Then using the above rate estimates you should be able to estimate the size and number of bins you will need.
- Even if a single bin is large enough to manage the volume of deer you will be generating, consider that using two bins will make turning a pile easier since it enables you to move material from one bin to another.
- In most situations, if you pick up a deer a day (averaged over a year's time), four bins (20 ft. x 20 ft.) will provide you with ample composting volume. The extra bin space will allow for easy pile turning and surplus space during those times of the year when you have high deer counts.
- The minimum base or pad size for four 20 foot jersey barrier bins placed back to back will be just over 40 square ft. Consider a larger pad if you want margin space around your bins or room for storage of finished compost or feedstock (woodchips, grindings, etc.).

### **Choosing Bulking Agents:**

The ratio of carbon to nitrogen in the materials you are composting is an important consideration in optimizing the composting process.

- A Carbon: Nitrogen (C:N) ratio of 25-30:1 will give you the best composting results (20-40:1 is acceptable). This means in order to compost deer carcasses that are high in nitrogen requires a bulking agent that is high in carbon.
- You want to use a bulking agent with a high Carbon: Nitrogen (C:N) ratio. Woodchips have a C:N ratio (weight to weight) of approx. 400:1, sawdust has a C:N ratio of 100-750:1 whereas straw, has a C:N ratio of 48-150:1.
- Recycled deer compost can also be used as a bulking agent. The compost you make will likely have a high carbon ratio because of high wood chip content. Commercial compost typically has a carbon ratio of approximately 10:1.
- In addition to choosing a bulking agent with a high C:N ratio, you want to choose one with a large enough particle size to allow for air flow, but not so large that it cools the pile. Air circulation and oxygen are needed by the microbes that you want to have growing in your compost pile.
- If you are using sawdust or another fine material as your bulking agent and wind erosion is occurring, consider a top layer or Cap of coarser chips. The coarser material will allow water and air to pass into the pile while keeping the underlying Core Media of sawdust in place and protect it from wind erosion.
- You can mix bulking agents if it is helpful. If you can get sawdust cheaper than woodchips, but the sawdust is blowing from the pile, you can mix the sawdust with woodchips, compost, or another coarse grained high carbon bulking agent.

### III. Supplies and Equipment

- Bulking material (finished compost, woodchips, sawdust, straw, or combination of materials)
- Starter compost material
- 3-4 foot long compost thermometer
- Supply of water. Where there is no water access, a water tank with a hose set up so you can spray the pile and/or bulking material is an option.
- Loader
- Jersey barrier (or equivalent) for constructing bins.
- Asphalt, concrete, or asphalt grindings to make a hard base surface for the bins.
- Latex or vinyl gloves for handling material.
- Composting log book or log sheets to record composting data and activities.

### IV. Construction Basics

#### Base Pad:

Locate the pad for the compost piles in a hard, flat, well drained area at least 300' away from waterways or wetlands and apply a wearing surface made of asphalt, concrete or compacted asphalt grindings. This pad will protect underlying groundwater from compost process water and storm water that comes in contact with the compost piles. Compost water can be contaminated with bodily fluids from the deer carcasses or contain pollutants associated with composting, such as nitrogen, bacteria, or high pH (acid) levels. The pad will also provide a good working surface for composting operations during all weather conditions. (The "Sizing Bins" section below will help you to determine what size of pad you need.)

- The working base pad should be slightly sloped (1-3%) so that water will not pool or collect on the pad.
- The pad should be designed so that water runoff from the pad is directed to a single edge or spot. This way, if there is runoff, it can be collected or treated as necessary. (See "Runoff and Water Management" below.)
- Soil next to the pad should be sloped to prevent storm water run-on.

#### Bins (see "Sizing Bins" above):

To construct bins start with the back wall of your first bin made of at least two jersey barriers lined up end to end. Add to the ends of this back wall two perpendicular side walls also made of at least two jersey barriers. The jersey barriers should form an open ended square at least 20 ft. x 20 ft. The size and number of square bins you make will depend on the volume of deer you compost and the size of the equipment (front loader) you will be using.





## Operations and Maintenance

### V. Starting the Compost Pile

- Sufficient quantities of bulking material (wood chips, shrub and tree grindings and finished compost) must be at the site before any carcasses arrive to ensure composting piles can be formed in a timely manner.
- Lay a foundation of dry bulking agent (wood chips, tree grindings, or compost) in the bottom of the bin 18 to 24 inches deep. Make sure this foundation bed is large enough to allow for at least a 2 foot margin around any added deer carcasses. This dry foundation material is intended to absorb bodily fluids from the deer carcasses and excess water from the composting process. Deer carcasses you place in the pile are comprised of approximately 50% water. You want to contain and manage all fluids associated with the carcasses.



- Top this foundation with at least 6 inches of damp, high-carbon material such as wood chips or recycled deer compost (see “Moisture” section below).
- Lay animals in the center of the bed, back to back, in a single layer. It may be challenging to lay the deer back to back when using a loader, but this configuration will aid in achieving higher compost temperatures. The primary objective is to make sure the deer are in close proximity to each other in order to get the piles to heat up. It may be adequate to simply lay the carcasses on the pile and whack them a few times with a loader bucket.
- Completely cover and surround carcass with at least 6 inches of damp, high carbon material such as wood chips or recycled deer compost. It is helpful to either use fresh compost or blend some fresh compost material into the damp high carbon bulking material that immediately surrounds the carcasses. Using active or fresh compost will ensure your pile is inoculated with microbes needed to get the composting process started. For your initial piles you can use commercial compost.
- If there are not sufficient carcasses for a full layer, cover the edges of the placed carcasses with at least 12 inches of wood chips or compost and then add more carcasses later when the deer become

available. Always leave the compost pile with all parts of every carcass buried under at least 12 inches of cover material, even if extra wood chips or compost must be added.



*Cornell Waste Management Institute*

- When building your pile and adding more carcasses there should always be at least 6 inches of damp high carbon bulking material between newly placed carcasses and those underneath. New carcasses should be placed as before with a minimum of 6 inches of damp, high-carbon material (with some compost added) surrounding all sides of the carcasses.
- Depending upon the size of the bin and your method of loading, you may not want to start your pile with a whole layer covering the bottom of the bin. This is because your loader may not be able to reach the back area of the bin when you want to add more carcasses (never drive equipment on top of your pile). You can avoid this by building the pile from the back, adding material up and forward simultaneously.
- Continue this layering procedure until the bin is full. Do not stack bins over 6 feet high. An increase in the temperature of the pile to 125 degrees Fahrenheit or higher indicates that the compost process is working.
- Leave 6-12 inches between edge of pile and walls of bin.
- The last layer used to cap the bin should be 12-24 inches of bulking material or finished compost (wood chips, sawdust, shrub and tree grindings/chippings, coarse compost, or straw). This layer should curtail odors and dissuade scavengers. Again, do not stack bins over 6 feet high.
- Detailed records must be kept of any work done on the compost piles (i.e. carcasses added, compost or bulk material added, water added, temperature readings for the pile, etc.). See section on “Logbook Notes” below.

**Logbook notes:**

- Record the number and type of carcasses added to the pile along with the date. There needs to be records for each bin you are operating on site. Number your bins so that it is clear which bin you are tracking what has been added to each bin.
- Record when bulking agent is added and what type of material is used (i.e., chips, saw dust, recycled compost).
- Record temperatures within the piles once/day.
- Odors should be recorded. Indicate whether there are odors disseminating in the downwind direction, and if so, estimate how many feet downwind it is noticeable.
- Check moisture daily and record when and how much water is added. You can check draw down levels to measure amount of water added if you are using a water tank.
- Make note of when last the last carcass is added to a pile (the bin is at capacity).
- It's a good idea to have a weather proof box or storage unit on site where you can store your daily log notes and small equipment (thermometer, rubber gloves, etc.). Some crews have welded a locking pickup box on a metal stand for use at their composting sites.
- When compost pile is finished, file the records at your office.
- Make note of problems such as critter-interest, odors or other complaints.
- Keep records of any modifications to your management methods. This information can be used to update your site plans or this guidance manual.

**Temperature:**

- Temperature of your compost pile should increase to between 125° to 150°F within a week of starting your compost pile. Once pile reaches 125°-130°F., it should remain there for at least a week.

- Use a temperature probe (bimetal thermometer) with a four-foot extension to take temperature readings of your pile. The probe should be placed so readings are taken 12"–36" from the top of the pile and directly in the areas of the pile where carcasses are located. During the initial trial, temperatures should be taken at several depths and locations in each cell.
- For pathogen reduction, it must be shown that the carcasses achieved a temperature of 131°F or greater for 3 consecutive days (high temperatures will kill most pathogens of concern). Do not start counting the days until the area that you last added to pile reaches this temperature. It is very important, to record these high temperatures on your log sheets. Thermometer readings should be taken daily during the height of the heating process to document high temperatures.
- Leave the pile undisturbed until the temperature has subsided to about 115 degrees near the carcasses. After this first heat cycle you can turn the pile which will introduce more air and increase aerobic activity. After the temperature subsides the 2nd time, the compost should be finished and ready for curing.
- After the second heat cycle, the compost goes to a curing pile for at least 30 days. This curing can take place off the pad.

#### **Moisture:**

Composting works best when the pile is sufficiently, but not overly moist. The amount of water you add depends on the moisture content of the bulking agent and the carcasses.

- A moisture content of about 60% is recommended. This is the point where a handful of material will just begin to stay together when squeezed (wear rubber gloves when squeezing compost).
- 60% is the amount of moisture you want surrounding the carcass or in the active part of your pile. The bottom layer of your pile should initially be dry so that it can absorb excess water that moves down through the pile. You do not want water running out the bottom of your pile.
- The simplest way to check for moisture is to dig into the pile and grab a hand sample. If material falls apart when squeezed, it is too dry. If free water drips from the squeezed material or if a film of water is left on the hand, then the material is too wet.
- If the pile is too dry you can spray water directly on to the pile to add moisture. Add water slowly so you are sure you do not over saturate the pile with water. Monitor the amount of water you add to the pile. This will enable you to better judge how much water you need to add next time the pile is dry.
- Too much water reduces air in the pile and encourages anaerobic microbes or microbes that thrive in a low oxygen environment. Most anaerobic microbes will cause odors in your pile. If your pile starts to have bad odors it may mean water content is too high.
- You might find it easiest to add water by adding it first to your wood chips or compost and then adding them to the compost pile.

- If the pile is too wet, spread the material a bit and allow it to air dry, or mix the wet material with drier material to lower the moisture content before adding it to the compost pile.
- If pile dries out (25 – 45% moisture), and if piles are too large, spontaneous combustion can occur. Fire is a real risk when composting. Plan on monitoring your pile daily when the pile is at the height of its heating process. You will need to monitor for both moisture and temperature.
- A variety of moisture probes are available that might be helpful in monitoring the moisture level of your pile. But this monitoring equipment is optional and testing moisture content by hand can provide adequate information.

## **VI. Turning the Compost Pile**

When the temperature of the pile drops after its initial heating, the pile must be turned (see “Temperature” section above).

- Check for moisture and add water if necessary (see “Moisture” section above). Add water before turning.
- Estimated time for the first turning of the pile is 30 to 60 days.
- Piles should be turned from the top of the bottom layer of bulking material and up. Turning from the top of the bottom layer gives the operator sufficient distance to avoid disturbing the bin floor and introducing unwanted material into the compost (asphalt from the underlying pad).
- Prior to turning the pile, layer the bottom of a second empty bin with 12 inches of bulking agent. Then use a front-end loader to move the material from the primary bin to the secondary bin. This aerates the pile. If an additional bin is not available, piles may be turned in place.
- You may notice bits of fur or bone as you are turning the pile. This material should break down further as the pile goes through a second 30-60 day composting/heating process.
- Finish turning the pile and cover the turned pile with 12 inches of bulking agent.
- After the pile has been turned and covered manage it again as you did through its initial 30–60 composting/heating process (checking moisture and temperature).
- Once the primary bin is empty you can use it to start composting a new pile of carcasses. If you have finished compost on site, you can use it as bulking agent for the new pile.

## **VII. Managing Water Runoff**

Compost water can be contaminated with pollutants such as nitrogen, bacteria, or high pH (acid) levels. Past experience by other agencies using this method of composting has shown that preventing process water from leaving compost piles is not a problem as long as the pile is managed properly and water management methods are in place.

Water Management Methods include:

- Placing a sufficient absorbent layer of dry bulking material at the bottom of your pile to help capture excess water.
- Paving the base of your compost bins to prevent compost water from seeping into the ground.
- Designing your paved composting area so that it does not receive storm water run-on from adjacent property.
- Keep dry bulking materials on hand that can be used to soak up excess water leaving the piles. Once absorbent material is saturated it can be picked up, dried out on the pad or mixed with dry material to 60% moisture, and added to the pile.
- If you have designed your paved surface to drain to one edge or one spot this will make capturing excess water with absorbent material easier.
- Storm water that comes in contact with your piles must be managed. Keep a tarp on site that can be tied or weighted down over the pile during heavy rains. This will prevent storm water from being exposed to the pile and can also help prevent your pile from getting too wet. Managing water may take more effort if you are in a wet weather climate where rainfall is plentiful.
- The shape of your pile influences how much rain water can penetrate the pile. A steep pointy pile will shed water, where as a flat topped pile has a larger surface area that will allow water to penetrate and soak in.
- Plan for excess storm water flowing off the paved area. Pavement should be slightly sloped so that excess water will discharge to one edge or one spot. Water can then be collected and held for use on the pile during dry weather or directed for passive treatment. Pollutants in compost water can generally be easily captured and treated in a lined vegetated swale. Maintenance and Operations Branch can work with you and your local ODOT hydraulic designers to help develop a storm water treatment facility for excess runoff if necessary.
- Manage wet weather piles by increasing the amount of dry absorbent material placed in the pile and working with tarps.
- Consider locating the compost piles under cover. A suitable roof structure might already exist such as underneath an overpass or bridge if the structure is isolated and not associated with a river, stream, or water body.
- Roof structures can be constructed for composting in wet climates. Keep in mind roof structures can be very expensive because of the height clearance needed for operating equipment. You might consider a cheap temporary roof structure just for the wet season.

### **VIII. The Finished Composting Pile**

If flesh is no longer visible in the compost and the temperature has been documented at 130+ °F for three days, the compost is probably finished.

- Completed compost will be a dark brown or black; it will have a soil-like texture and very little odor. Bones should be so brittle they are easily crushed.
- Finished compost can be used to start new compost piles. If there is more compost than can be used for starting new piles, you can use finished compost within the right-of-way as a soil amendment product.
- Finished compost should be tested at a laboratory prior to use in order to ensure bacteria levels are acceptable and that the finished compost meets compost standards (see “Testing and Analysis” section below).



## **IX. Excess Compost /Testing and Analysis**

If you are generating more compost than can be recycled back into your compost piles you can use the excess for landscaping purposes along your right of way.

- If you plan to use the compost, it should be tested at a laboratory first to make sure bacteria levels are acceptable and it meets compost manufacture standards. Contact Maintenance and Operations Branch and they can assist you in collecting samples and sending them to an appropriate laboratory for analysis.
- If you are required to obtain a permit for your composting operations, periodic testing for bacteria levels will be required. Pathogens and bacteria are a concern when managing animal carcasses. Again, Maintenance and Operations Branch can assist in setting up and collecting any needed lab samples.

## **X. Operational Concerns to Consider**

Site upgrades and changes may be needed to prepare a site for use as a composting facility. Some site improvements can require approval or review from local authorities (adding fill, paving access roads, setting up water lines, etc.). Maintenance and Operations Branch can assist with having plans reviewed by local authorities. Develop a site plan that considers operational needs and impacts.

- Consider hours of use and if operation activities will have negative impacts to the surroundings. Impacts can be caused by traffic, noise, lighting, etc.
- Screen operations as much as possible. It may be possible to use vegetation plantings or landscape berms to help reduce impacts to neighbors or the general public.
- Consider if access roads should be paved, if locked gates or fencing is needed, if extra security measures or signing is needed, etc. If your site is remote and naturally screened, you may be able to avoid these types of site improvements.
- For animal composting, compost feed stock is restricted to animal carcasses only. If you also do vegetation composting, both types of composting can be located at the same site but plant and animal composting piles and operations should be kept completely separate.
- Your compost site should be located where travel time and access will not be issues. When piles are at the height of the heating process they need to be monitored daily. Transporting and unloading deer carcasses should be done discreetly and out of public view.

#### **Winter:**

You can compost in the winter. Active piles will continue to heat in the winter.

- New piles should not be started during the winter unless active, hot compost is available as a bulking agent. Smaller piles may not reach ideal temperatures in winter.
- New carcasses should not be allowed to freeze and should not be added to a pile that has dropped below 60°F.
- The compost pile must be large enough to be self-insulating. A thick layer of bulking agent between the carcasses and the floor and walls of the bin will insulate microbial activity from cold air.
- Warm material from a pile ready for the first turning should be used in place of the sawdust bulking agent and the six inch compost layers. The thickness of the six inch compost layers should be increased to one foot and the first turning material should be used for the top and bottom layers of bulking agent also. The top layer can be covered with additional chips if needed for insulation or erosion control.
- Do not turn the pile on extremely cold days.
- You can also compost in or next to a heated area in winter.

#### **Odors/pests/miscellaneous:**

- Control odors by having an adequate quantity of bulking agent around the carcass.
- The presence of flies can be caused by inadequate cover over carcasses, poor sanitation conditions, failure to achieve proper temperatures, or the pile being too wet. Carcasses should be covered with a minimum of one foot of bulking agent.
- A hot, active compost pile, adequately covered will reduce the potential to attract varmints.



**Emergency Operations:**

Preventative and emergency procedures should be planned in case of fire or other possible emergency situations.

- Know the phone numbers of local fire and county health services in the area and have them posted where they are easily accessible on site.
- Make sure trucks are equipped with adequate communication equipment and/or communication equipment is available on site in case of emergency.
- Staff should know communication plans and who they need to contact in case of emergency.
- Spill kits should be easily accessible in case of fuel spills or spills of other hazardous materials on site.

**XI. Facility Closure**

Bacteria and pathogens are associated with mortality composting. When closing a deer composting facility health precautions should be taken.

- Finish composting all piles on site as set forth in this operations plan prior to closing a facility.
- Decontaminate the pad and jersey barriers using a 5 - 10 percent solution of house hold bleach in water.
- Notify your local Health Department (and DEQ) 60 days prior to facility closure.

**References:**

- ODOT EMS Manual Appendix M
- Cornell Waste Management Institute



**COOPERATIVE IMPROVEMENT AGREEMENT**

Composting Facility  
Prairie City

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" and PRAIRIE CITY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. US26 and US395 are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, ODOT may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. ODOT, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. In Grant County there are numerous vehicle-wildlife collisions on State Highways resulting in animal carcasses left on the roadway and adjacent right of way.
5. For the benefit of both ODOT and Agency; the Parties will partner to design, construct, install and operate a composting facility in Grant County, on the Agency's property. This Agreement is intended to document the responsibilities of both Parties.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, ODOT and Agency agree that ODOT shall design, construct, and install a composting facility. The facility shall consist of six (6) composting bins constructed on a paved surface. A water tank, pump, and outdoor lighting, utilities and the installation of a six (6) foot chainlink fence with a locking gate, hereinafter referred to as "Project". The Agency has agreed to this composting facility being located on Agency's property. The location of the Project is approximately as shown

### **Carcass disposal program for livestock producers in Crook County: 03/13/2024**

Ellie Gage and Andy Gallagher, chair and vice-chair of the Crook County Wolf Depredation Compensation Committee

- History and background:
  - Expanded Area of Known Wolf Activity (established by ODFW) in Crook County in 2023
  - 3 confirmed depredations in Crook County: 3 livestock confirmed to have been killed by wolves in Fall/Winter of 2023
  - Removing carcasses and bone piles that are in proximity to livestock operations is a well-studied tool that reduces conflicts between livestock and wolves.
  - To be most successful, carcass and bone pile removal needs to happen at a landscape scale.
- *I am requesting that Crook County recognizes the importance of this practice in supporting livestock producers by waiving fees for livestock producers who are bringing carcasses and/or bones to the landfill for disposal.*
  - I believe that this will support producers who are already incorporating the practice and will incentivize others to implement carcass and bone pile removal.
- *In the future, I suggest that Crook County considers moving to a community carcass composting site to be located at the landfill.*
  - The landfill was 352 tons over their allowed animal carcasses in 2023.
  - 338 ton (of that amount) was butchering waste, and 14 ton (of that amount) was animal carcasses.
  - A carcass composting program would alleviate the issue of the landfill being over the allocated amount of animal carcasses and would produce a usable end-product.
  - The landfill already has the heavy equipment needed to operate a carcass composting site.
  - Throughout the west, community-scale carcass composting sites have been very successful in supporting carcass removal and therefore reducing conflicts between livestock and wolves.



## Agenda Item Request

**Date:**

*February 20, 2024*

**Meeting dates desired:**

*March 13, 2024, work session*

**Subject:**

*Solid Waste Management Plan*

**Background and policy implications:**

*JRMA Architects and Engineers is contracted by the County to update the County's Solid Waste Management Plan. Kevin McCarthy, Principal of JRMA, will make a presentation to the Court to review the project scope, goals and objectives, schedule, and address questions you may have.*

**Budget/fiscal impacts:**

*NA*

**Legal Review:**

*NA*

**Requested by:**

*Jacquie Davis, Landfill Manager*

**Presenters:**

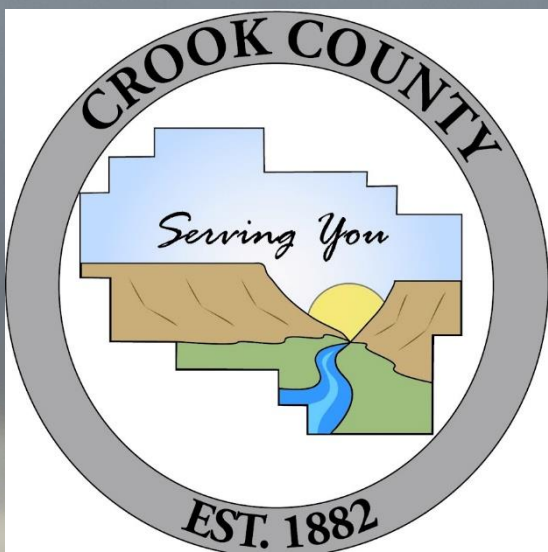
*Kevin McCarthy, Principal of JRMA*

**Attachments**

*Powerpoint presentation*



# Solid Waste Management Plan Update - 2024







**JRMA**  
ARCHITECTS ENGINEERS

**J.R. Miller & Associates**

Architects, Engineers and Planners

Founded in 1982, staff of 75

Specialists in Solid Waste Facility  
Planning and Design

Portland office with project team  
members in Bend, OR and Camas, WA



## Overview

- Previous SWMP Update was in 2009
- Since 2009 population has increased 23% from 21,410 (2009) to 26,375 (2022)
- In-County disposed tonnage has increased 8% from 19,578 tons (2008) to 21,255 tons (2023)
- 2024 Update Complete by this Fall





## Project Approach

- Define Existing Solid Waste System
- Prepare Future Projections for Population and Tonnages
- Complete Needs Assessment
  - Current programs, policies, and infrastructure
  - Recommendations to meet County needs over next 10 years
- Prepare CIP for Recommended Improvements over next 10 yrs.





## Project Approach Continued

- Perform Rate Analysis and Funding Strategies
  - Cost of service analysis for existing landfill rates
  - Recommendations to streamline current landfill rates and fees
- Public Information and Engagement Program
  - Public meetings
  - Solid Waste Advisory Committee
  - Post information on County website
- Prepare Draft and Final SWMP
  - Executive Summary
  - Implementation Schedule







## Examples of Programs and Infrastructure Items to be Considered as Part of SWMP Update

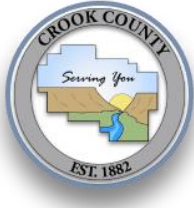
- Simplify Landfill Gate Charges
- Landfill Gas Collection System
- Enhanced Public Recycling Drop-Off Programs
- Other Recycling Improvements per Oregon Recycling Modernization Act
- Improvements to Public Transfer Station at Landfill





Thank You for your time: Any Questions?





## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

## AGENDA ITEM REQUEST



**Date:**

2/27/2024

**Meeting date desired:**

Work Session 3/6/2024

**Subject:**

Fair Board Applicant Consideration- Casey Kaiser

**Background and policy implications:**

Consider Fair Board Applicant Appointment.

**Budget/fiscal impacts:**

None

**Requested by:**

Casey Daly

**Presenters:**

Casey Daly

**Legal review (only if requested):**

None

**Elected official sponsor (if applicable):**

None

February 27, 2024

To: Crook County Court

From: Crook County Fair Board

Subject: Fair Board Member

Judge Crawford, Commissioner Barney, and Commissioner Hermreck:

The Crook County Fair Board met on February 27, 2024, to interview a candidate for the open position on the board. The board unanimously voted in favor of Casey Kaiser for position #5. Casey will fill the term of Commissioner Susan Hermreck, who resigned from the board.

The board highly recommends Casey Kaiser.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gail Merritt", written in a cursive style.

Gail Merritt  
Chairperson



# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Fair Board

Name:

Casey D. Kaiser

Address:

490 NE Robin Ct.  
Prineville, OR 97754

Phone Number:

541-460-8358

Email:

ckaiser@cityofprineville.com

Please list any relevant experience you may have that would make you effective in the position:

I've served on several boards and volunteered in various capacities for other organizations over the years. My work experience includes organizational development, planning, project management, and infrastructure management. I'm familiar with budgets and financial management of organizations as well as strategic planning.

Why do you wish to serve in this position?

I believe the fairgrounds is one of the best assets of our community and I've always appreciated the hard work of the Fair Board in developing the fairgrounds and delivering a great fair for us all. I would love an opportunity to help with the fair, other projects around the fairgrounds, and to be a part of planning the future for the fairgrounds. As our community grows, our fairgrounds will likely also continue to develop and grow. I would enjoy being a part of that future.

*A letter of interest may be submitted in lieu of this form.*

## AGENDA ITEM REQUEST



**Date:**

3/6/2024

**Meeting date desired:**

Work Session 3/13/2024 Time Sensitive Travel March 26

**Subject:**

Approval of purchase of used All Terrain Forklift up to \$60,000.

**Background and policy implications:**

Replacement of 45 year old (1979) Case 586E Forklift currently in service on the Fairgrounds. Current forklift is at the end of its serviceable life. Will become backup. Will be traveling to Riverside Ca to inspect used units March/26-28

**Budget/fiscal impacts:**

Funding will come from \$2M State grant money. Fairgrounds Funding committee approved up to \$60k for purchase.

**Requested by:**

Casey Daly

**Presenters:**

Casey Daly

**Legal review (only if requested):**

Three price quotes attached.

**Elected official sponsor (if applicable):**

If the item request is submitted after the due date/time, an elected official sponsor is needed.



2014 CASE 586H



USD **\$41,000**

Machine Location: Interstate  
215 Riverside, California 92504

Seller Information

So Cal Equipment  
Contact: Brad Fox  
Phone: (619) 813-4540  
San Diego, California 92109  
(619) 813-4540  
Video Chat



[Hide Thumbnails](#)

SO CAL  
EQUIPMENT

Description

4WD, side shift, true hours, serviced and ready

Specifications

Year	2014	Manufacturer	CASE
Model	586H	Serial Number	JJGN580HTDC595231
Hours	5,324	Condition	Used
Side Shift	Yes	Drive	4WD

## Casey Daly

---

**From:** Brad Fox <socalequip@gmail.com>  
**Sent:** Wednesday, February 28, 2024 12:46 PM  
**To:** Casey Daly  
**Subject:** Fwd: Case 586H Bakersfield, CA

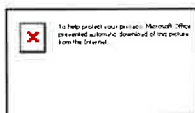
Make: Case  
Model: 586H  
Year: 2017  
Hours: 2,917  
Price: \$55,000

Bakersfield, CA

Thank you,

Brad Fox  
So-Cal Equipment  
619-813-4540  
[www.socalequipment.com](http://www.socalequipment.com)

SO CAL  
EQUIPMENT









[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

## Casey Daly

---

**From:** Brad Fox <socalequip@gmail.com>  
**Sent:** Wednesday, February 28, 2024 12:50 PM  
**To:** Casey Daly  
**Subject:** JCB 930

Casey,

Make: JCB  
Model: 930  
Year: 2016  
Hours: 1,600  
Price: \$49,000

Location: Riverside CA

UNITED  
RENTALS

4X4, Sideshift

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

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Home Page / Construction / Rough Terrain Forklifts / Rough Terrain Forklift

View other Items Accepting OffersBack to SearchPrevious itemNext item

Sign up now or sign in here

# 2018 Manitou M50-4 10803 lb 4x4 Rough Terrain Forklift

ITEM NUMBER11213020

LOCATIONHooper, Utah, United States.

MARKETPLACE[Marketplace-E](#)

ENDSSubject to Offers

US \$

MAKE OFFER

BUY NOW PRICE US \$60,000

BUY NOW

You will confirm this action on the next page. How it works.

Add to Watch List7 watchersRB Assist





(124 - photos & videos)

Print Email Shai Shai

INSPECTION REPORT

- Model Description
- General Appearance
- Safety
- Control Station
- Engine
- Drivetrain
- Hydraulics
- Chassis Lift

ITEM DETAILS

METER 2,180 Hours

READING

SERIAL # 797XXX

3 Stage Mast, 236 in Max Lift Height, 24 in Lowered Mast Height, 96 in Forks, 2017 US EPA Label, Perkins 3914/2200 37 kW 3.4 L Diesel Engine



IronClad Assurance ⓘ



Financing ⓘ  
US \$ 1,023

IMPORTANT INFORMATION

- Payment Details
- Shipping & Pick Up Details
- Financing
- Questions
- RB Assist ⓘ



## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

## GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I have been in this position for over 25 years. I have over 30 years construction experience in Crook county as an installer of HVAC equipment with Prineville Heating. I deal with the public on a daily basis as owner of my company.

Why do you wish to serve in this position?

I like knowing that I am helping serve my community.

*A letter of interest may be submitted in lieu of this form*

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

In my 45+ years in construction mostly as a general contractor I have supervised several large abatement projects.

I have also used code appeals.

Why do you wish to serve in this position?

Due to family obligations in the past few years I have not been able to volunteer much. My circumstances have changed now and I would like to be more active.



## Agenda Item Request

**Date:**

*March 6, 2024*

**Meeting dates desired:**

*March 13, 2024, work session*

**Subject:**

*Discuss the process to appoint committee members to the Compensation and Budget committees*

**Background and policy implications:**

*The budget committee has two vacancies (three positions total) and five applicants. The compensation committee has three vacancies (three positions total) and four applicants. Both committees are required statutorily. Historically, compensation committee terms are one year and budget committee terms three years. The positions have been advertised consistent with the Court's policy.*

*Budget committee meetings are scheduled for May. Compensation committee meetings should take place in April, prior to budget committee meetings.*

**Budget/fiscal impacts:**

*Not determined.*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator  
Sarah Puerner, Executive Assistant/Communications Officer*

**Attachments**

*Applications*

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

1. Eleven years of preparing and presenting budgets for the City of Dallas Texas Vehicle Services.
2. Five years of preparing and presenting budgets for the City of Salem Oregon Vehicle Services.
3. Five years of preparing and presentings for the City of Eugene Oregon Vehicle Services.
4. Five years of preparing and presenting budgets for Mawarid Services in Saudi Arabia City Cleaning Services.
5. Ten years of preparing and presenting budgets for First Vehicle Services City Vehicle Services.

Why do you wish to serve in this position?

Prior to retirement I dedicated 26 years to community service, Since retirement I wish to continue to serve the community I love and belive I can help with the knowledge I have attained so that our community gets the best services possible at the most efficient cost to each and every taxpayer.

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I currently work for a quasi-public entity and produce our annual budget and audited financial statements. I worked on the successful implementation of Crook County's OpenGov Budget Software and worked for the Crook County finance office for 2 years. I have a background not only in public finance, fund accounting, but also specifically Crook County's financials and budget. I continue to engage with GFOA and OASBO and other financial professional development groups staying up-to-date on budget related planning and issues.

Why do you wish to serve in this position?

I have a deep sense of pride in the Crook County department managers and their commitment to serve our community. I could provide both thoughtful questions and encouraging feedback to the overall Crook County team for this difficult work they endeavor to achieve. I would contribute both a modern and positive attitude to the budget process and budget committee meetings. I am dedicated in my follow up and constructive feedback and desire to see Crook County's budget continue down a path of professionalism that the community at large both can understand, engage with, and have faith in.

Thank you for consideration for this very important job,

Qristy Kurtz



**January 20, 2024**

**Memo on Crook County Governance and Budget Committee Opportunities**

Dear Crook County Court & Christina Haron; Finance Director,

I would like to humbly ask for an appointment to a four year term on the Crook County Budget committee by providing some concepts and solutions that I believe would have a tremendous impact on your governance.

Firstly, and MOST importantly, it is impossible to govern any entity without a clear set of objectives and goals. I am not currently aware of any that exist, nor were there any during my time in the Crook County Finance office. This is a massive opportunity! Without these goals and objectives, there is little meaningful work that the budget committee can accomplish.

Goals can be created through community visioning exercises which include town halls, surveys, and facilitated community events. They should then be prioritized and refined by the Court with the expertise and input from County staff (including the Administrator). Goals should be published and tied to all financial reporting, marketing, and human resource activities. Presentations in work sessions should address how the data supports the goals.

**For Example, let's use the goals of**

**Community Engagement**

**Staff Culture**

**Fiscal Pride**

As a member of the budget committee, I would be looking for:

- Is the budget document formatted to be friendly to the public who we must assume have no expertise? (See CEC annual mailer as an example)
- Does the format communicate the planned activities and programs in a way that engages the community (is it posted online, are capital project budgets and results given out, is it SIMPLE)?
- Does the budget communicate how expenditures are contributing towards these goals long-term (5-10 year plans)?
- Are there simple charts and graphs that summarize financial activities?
- Does it communicate results of spending that have positively improved
  - **Community Engagement** (marketing campaigns, town halls, mailers)
  - **Staff culture** (staff survey engagement, committee results, staff retention rates)
  - **Fiscal Pride** (increased budget contingency allocation, equitable grant fund allocation).

I ask, how do you analyze a budget's success without metrics to compare it to? How do you make decisions on funding when there are no long-term goals you are trying to achieve? I would strongly assert that a balanced budget is way too low of a bar.

The budget committee and the finance office who prepares the budget can only create a framework. It is the job of the County Court to determine what that framework is designed to support and make decisions that help achieve the goals. I would suggest ad hoc committees be established to create a set of objectives to meet these goals.

**For Example -**

**Fiscal Pride** Committee - one commissioner, the administrator, the finance director, a member of the public.

**Community Engagement** Committee - one commissioner, the administrator, a department director, marketing expert, a member of the public.

**Staff Culture** Committee - one commissioner, the administrator, three department directors, HR Director, a member of the public.

The committees would define what tasks need to be taken to achieve the goals.

**For Example: Fiscal Pride**

1. Timely Quarterly SIMPLIFIED performance based reporting of Department expenditures.
2. Quarterly capital construction progress reporting to the community with SIMPLIFIED financial data.
3. Grant appropriations, uses, and results to the public on the impact to the public.

I insisted on the City Council of Maupin, OR and their long-time Mayor going through this process as part of their January onboarding of new council members. This is not a hard process to go through, it does not require expensive consultants. It just takes a commitment by the leadership to sit down and have some conversations. It takes the leadership committing to screening all their decisions, presentations, data collection, and financial reporting through this framework.

I am passionate about goal setting. I could probably yammer on for a century. Thank you for giving me the opportunity to express my expertise to the Court. It takes your action at the top of the food chain to impact real change throughout the organization. The work is not hard, but it takes a solid commitment to obsessively self reflect and review the business of the County through a community developed lens - shared goals - to make progress,

Christine (Qristy) Kurtz  
Citizen

# Christine Kurtz

12282 SW Paiute Ct  
Powell Butte, OR 97753  
(503) 481-8403  
qristy\_kurtz@rpacademy.org

## EXPERIENCE

### **Recycled Chic Consignment, Portland OR**

Managing Owner

October 2010 - September 2016

### **Transportation Security Administration, Redmond OR**

Training Manager, Roberts Field Airport

February 2017 - September 2019

### **City of Maupin, Maupin OR**

City Recorder, CFO, HR Director

July 2020 - February 2021

### **Crook County, Prineville OR**

Senior Accountant / Budget Analyst

February 2021 - December 2021

### **Redmond Proficiency Academy, Redmond OR**

Business Manager

December 2021 - Current

## EDUCATION

### **Portland State University, Portland OR**

Bachelors of Science in Business Management & Human Resources  
With Honors, Business Honors Program

September 2005 - June 2007

### **Oregon State University Cascades, Bend, OR**

Post-Baccalaureate Certificate Accounting

September 2018 - June 2020

## SKILLS

Assertive Communicator  
Business Administration  
Organized  
Efficient Multi Tasker  
Prompt & Reliable  
Strategic Thinker  
Highly Personable  
Sales Expertise  
Member of Crook County Quilt  
Guild - Historian  
4H Sewing Club Leader  
Sewing & Design High School  
Teacher  
Fund Accounting  
Municipal Budgeting  
Payroll Processing  
Quickbooks Online  
Benefits Administration  
Apple/Microsoft Office Tools  
Networking  
Staff Development  
Research  
Collaborative Problem Solving  
Adult Education Trainer  
Information Technology  
Implementation Expert &  
Project Manager  
Human Resource Strategy  
Member GFOA  
Member OASBO

Additional Work Experience & References Provided Upon Request

January 20, 2024

Christina Heron  
Crook County Finance Director

I would like to recommend Qristy Kurtz for membership on the Crook County Budget Committee.

After knowing Qristy for several years now, I can attest to both her abilities and her character. While it's easy to identify individuals who are either analytical or creative, I find it more rare to interact with people who have the ability to do or be both. Qristy has that rare ability.

As a former financial executive, I was always searching for people who could look at accounting/finance issues from both a practical rules-based perspective, but also look at the same issues from a fresh "problem solving" approach.

Qristy will be a valuable member of any group or team!

Sincerely,

Dave Piotrowski  
Bend, OR  
970-769-6528



January 22, 2024

Dear Christina Heran,

I am writing to highly recommend Qristy Kurtz to serve on the Crook County Budget Committee. As the Business Manager for the Redmond Proficiency Academy (RPA), Qristy has proven herself to be a highly skilled and knowledgeable professional in the areas of governmental accounting, budgets, and financing.

Qristy is an exceptional team member who has effectively led the Personalized Learning, Inc. (PLI) Finance Committee, demonstrating her ability to work collaboratively with others to achieve common goals. I have been impressed with her professionalism, diligence, and expertise in budgeting and finance, as well as her ability to manage grants and oversee complex financial operations.

Prior to her role at RPA, Qristy served in accounting roles in municipal and county governments in Oregon, where she gained invaluable experience in governmental accounting and budgeting. She is talented, intelligent, and a quick study, who enjoys a challenge and is never afraid to roll up her sleeves and get the job done.

As someone who has served on Budget Committees of this nature, I am confident that Qristy will be a positive addition to the Crook County Budget Committee. She has a proven track record of success in managing finances and budgets, and I believe her expertise in this area will be invaluable to the committee's work.

In conclusion, I highly recommend Qristy Kurtz for a position on the Crook County Budget Committee. She is a dedicated, talented, and highly qualified professional who will be an asset to the committee and to the community as a whole.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jon Bullock', is written over the word 'Sincerely,'.

Jon Bullock

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

To whom it may concern,  
Some of my qualifications for this committee include the following:  
Local business owner/operator for the past 25 years. (Lamonta Mini Storage LLC & Prineville Secure Boat and RV Storage LLC)  
  
Les Schwab Distribution Center Operations Manager - Role was responsible for managing +/-200 million dollars in inventory, 165 direct reports and overall operational strategy and annual operational budgeting.  
  
Les Schwab IT Infrastructure Manager - Role was responsible for all IT infrastructure departments, IT vendor negotiations and multi million dollar annual budgets spanning the entire Les Schwab organization.

Why do you wish to serve in this position?

Having recently retired from a 27 year career at Les Schwab I am seeking opportunities to become more involved in my community. This budget committee seat seems like a great fit given my experience and desire to become more involved in the community.

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Led and managed self-founded and owned financial advisory service  
Serve as family office CFO to multiple high net worth families  
Actively coordinate with tax, legal, trust and asset professionals daily  
Have initiated and overseen numerous municipal finance activities throughout Oregon  
Member, Board of Advisors, Crook County Economic Development Association

Why do you wish to serve in this position?

I care deeply about the rapid change in demographics and income of this county, and wish to contribute the best I can to the healthy, organic growth of the community and it's assets.

*A letter of interest may be submitted in lieu of this form*

## GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

CEO, Mid Oregon Federal Credit Union, 1994 to 2023. - Retired.  
Crook County Elected Officials Compensation Committee 2023  
Prineville Railroad Commission - 2023 - current  
Deschutes County Budget Committee approx. 2018 to 2022  
Deschutes County Elected Officials Compensation Committee 2018 - 2022  
Former EDCO Board, EDCO Executive Committee, EDCO Board President  
Accounting and Business Management Degrees  
Multiple credit union industry boards  
Multiple non-profit community boards  
Rotary International 1998 - current  
Council President Scouting BSA - 2022 - Current

Why do you wish to serve in this position?

My wife and I moved to Powell Butte in April of 2022. Prior to that we lived in Deschutes County for 33 years. In my role as CEO of Mid Oregon FCU, and my involvement with Economic Development for Central Oregon, I have been involved with and have a good understanding of all the communities throughout Central Oregon.

Commulnity service is something I have always been committed to and enjoy. I have a deep appreciation for Crook County and now that we reside here, I have an interest in being involved in the community.



## GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I have previous experience in management of personnel and budget in the healthcare setting both in acute care and within CCHD. I have managed local the Emergency Department, Surgical Services and the Nursing Float pool at St. Charles Prineville. Having worked in rural healthcare I understand that sometimes compensation comparisons are not comparing apples to apples as rural areas have very different challenges and nuances that need to be recognized and accounted for when comparing areas simply based on numbers important details get overlooked.

Why do you wish to serve in this position?

I would like to contribute to the county being able to recruit and retain strong performing employees. This serves our community through foundational stability and secure services we provide to and for our residents in Crook County. I also recognize that sometimes solutions are not successful just because more bodies are hired, we need to look at as aspects and not assume more money is the save all for every challenge. I would like to be able to have open and honest discussions with fellow members and consider all angles prior to making recommendations or decisions.

*A letter of interest may be submitted in lieu of this form*

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

-Assistant Superintendent - Crook County School District  
-Director of School Improvement - Crook County School District  
-Assistant Principal - Crook County High School  
-Crook County Young Life Committee  
-Prineville Kiwanis  
-KIDS Center Board of Directors

Why do you wish to serve in this position?

As a resident deeply invested in the well-being and future of our county, I believe that contributing my time, skills, and dedication to this committee would be a meaningful way to give back and make a positive impact. As Crook County continues to grow, it is imperative that we implement common sense and fiscal responsibility in order to maintain our community's rich traditions and values.

Serving on this committee aligns with my values of service and civic responsibility. I am dedicated to giving back to my community and serving wherever there is need. By volunteering my time and expertise, I hope to play a role in having a meaningful and lasting impact on our county's future.

Crook County is a special place and I am genuinely excited about the prospect of serving on the county committee and contributing to the betterment of our community. I am committed to dedicating myself to this role and working collaboratively with fellow committee members to achieve our shared objectives.

*A letter of interest may be submitted in lieu of this form*

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for: Compensation Committee

Name: Francis S. Smith

Address: 6209 NW 4th Street, NW  
Tomball, TX 77357

Phone Number: 281-289-8725

Email: Francis.Smith@comcast.com

Please list any relevant experience you may have that would make you effective in the position:

1984-2015 President/owner of Catering business that  
held USDO/USFS Government Contracts for  
over 25 years, plus other major Contracts.

2001-2015 Owner/manager of The Lodge at Suttle Lake  
Employed 50-400 people @ each incident.

Why do you wish to serve in this position?

As a Central Oregonian since 1959, I have witnessed  
many that serve to make our Communities great and  
I feel obliged to do my part in serving my  
Community.

A letter of interest may be submitted in lieu of this form

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

CEO, Mid Oregon Federal Credit Union, 1994 to 2023. - Retired.  
Crook County Elected Officials Compensation Committee 2023  
Prineville Railroad Commission - 2023 - current  
Deschutes County Budget Committee approx. 2018 to 2022  
Deschutes County Elected Officials Compensation Committee 2018 - 2022  
Former EDCO Board, EDCO Executive Committee, EDCO Board President  
Accounting and Business Management Degrees  
Multiple credit union industry boards  
Multiple non-profit community boards  
Rotary International 1998 - current  
Council President Scouting BSA - 2022 - Current

Why do you wish to serve in this position?

My wife and I moved to Powell Butte in April of 2022. Prior to that we lived in Deschutes County for 33 years. In my role as CEO of Mid Oregon FCU, and my involvement with Economic Development for Central Oregon, I have been involved with and have a good understanding of all the communities throughout Central Oregon.

Commulnity service is something I have always been committed to and enjoy. I have a deep appreciation for Crook County and now that we reside here, I have an interest in being involved in the community.

*A letter of interest may be submitted in lieu of this form*



## Agenda Item Request

**Date:**

March 6, 2024

**Meeting dates desired:**

March 13, 2024, work session and March 20, 2024 regular session

**Subject:**

Intergovernmental Agreement (IGA) with the City of Prineville for Airport Operations

**Background and policy implications:**

*The County owns the airport property operated it prior to 2010. Approximately fourteen years ago, the County and City entered a strategic relationship, executing an IGA that expired December 31, 2023, to jointly manage and develop the airport, with the City providing staffing and running the day-to-day activities. During this period the City and County have made significant investment into the airport. July 1, 2021, the Governmental Accounting Standards Board (GASB) enacted GASB 87 which required the owner of the property to capitalize all leases. As a result, the County, as the owner of the airport, began to take on more responsibility, beginning with financial reporting of the airport's assets and during the past eighteen months making significant changes to the airport operation such as the recruitment and addition of a Fixed Base Operator (FBO), approval of several policy documents, such as minimum operating standards, development standards, update of lease templates, rates, etc.*

**Budget/fiscal impacts:**

*The proposed IGA incrementally reduces the City's financial participation in the airport, from approximately \$100,000 in fiscal year 2025 to \$0 in fiscal year 2028.*

**Legal Review:**

*The IGA was prepared by John Eisler.*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator  
Kelly Coffelt, Airport Manager*

**Attachments**

*Draft IGA*

**INTERGOVERNMENTAL AGREEMENT FOR  
AIRPORT MANAGEMENT BETWEEN  
CROOK COUNTY AND THE CITY OF PRINEVILLE**

This Intergovernmental Agreement for Airport Management between Crook County and the City of Prineville (“Agreement” or “IGA”) is made by and between Crook County, a political subdivision of the State of Oregon (County) and the City of Prineville, a municipal corporation of the State of Oregon (“City” or “Contractor”), effective April 1, 2024 (the “Effective Date”). County and City may hereinafter be referred to as the “Parties” or individually as a “Party.”

**RECITALS**

WHEREAS, units of local government are authorized under ORS 190.110 to enter into intergovernmental agreements for the performance of any functions or activities that a party to the agreement has the authority to perform by one of the parties for the other party;

WHEREAS, County is the owner of the real property known as the Crook County Prineville Airport S39 (Airport) and its Airport Sponsor for FAA/AIP/ODA purposes;

WHEREAS, the Parties have been operating under that certain Intergovernmental Agreement between Crook County and the City of Prineville, effective September 23, 2011, as amended from time to time (the “Prior IGA”);

WHEREAS, County has contracted with a Fixed Base Operator (FBO) to perform many services previously performed by City;

WHEREAS, County is prepared to increase its role in the management, planning, and operation of the Airport; and

WHEREAS, the Parties desire to update their relative roles and responsibilities at the Airport through this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

**1. PURPOSE.**

**A. Joint Goals.**

The Parties enter into this Agreement for the purpose of continuing the progress made in the Airport’s efforts to become self-sustaining financially. Achievement of that goal requires the collaboration of the Parties pursuant to this Agreement in the areas of master planning, leasing and

utilization of real property, operations, and providing a welcoming, nondiscriminatory, and safe aeronautical experience in full compliance with FAA sponsor assurances and relevant laws.

### **B. Replacement.**

The Parties have been operating under the Prior IGA. This Agreement replaces the Prior IGA in its entirety and constitutes the full understanding and agreement of the Parties with respect to the Airport and Airport operations for the length of the Term.

## **2. CONSIDERATION.**

In exchange for the Airport management services described in this Agreement, County shall pay City ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS (\$112,000.00) per year. This figure represents the personnel and related costs for the employment of an Airport Manager, information technology and administration costs of this Agreement. This amount shall be adjusted annually, each July 1, by three percent plus \$35,000, through July 1, 2026. Said payments shall be remitted to City quarterly, in advance, by the 15<sup>th</sup> day of the month at the beginning of each quarter.

## **3. TERM AND TERMINATION.**

### **A. Term.**

This Agreement shall remain valid and binding for three years and three months from the Effective Date, until June 30, 2027, unless terminated or extended in accordance with this Agreement. The Term shall automatically renew for one additional year, unless a Party delivers notice at least a year prior to the end of the Term of its desire to retain the original termination date.

### **B. Termination.**

All obligations and liabilities of this Agreement accrued by the termination date shall survive early termination.

#### ***i. Mutual Consent***

The Parties may terminate this Agreement by mutual consent.

#### ***ii. For Cause.***

Should a Party be in breach of the terms this Agreement, the non-breaching party shall provide written notice to the breaching party detailing the specific circumstances constituting the breach. Within 30 calendar days of receipt of notice, the breaching party shall provide written documentation the breach has been cured or describe its good-faith efforts to cure the breach. Should the breaching party fail to provide evidence of cure within 30 calendar days of receipt of notice, this Agreement may be terminated by the non-breaching party immediately thereafter.

#### ***iii. Insufficient Appropriation.***

Notwithstanding any other provision of this Agreement, the Parties shall not be obligated to perform hereunder or by any provision of this Agreement during any of Party's future fiscal years unless and until the relevant authority appropriates funds for this Agreement in Party's budget for

such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

#### **4. CITY'S OBLIGATIONS.**

City, through its Airport Manager, shall manage Airport operations, coordinate the maintenance of Airport facilities with County, and act as the liaison between County and third parties regarding Airport operations. Specific duties include:

##### **A. Review FBO Operations.**

City will review all monthly reports from FBOs and other commercial operators required to submit reports at the Airport. City will make commercially reasonable good-faith efforts to verify the accuracy of said reports and notify County of any discrepancies or failures by the commercial operators to fulfill their contractual obligations with County.

##### **B. Lease Management of Ground and Storage Space.**

City shall employ good-faith efforts to solicit tenants for all available Airport ground and storage space, while coordinating with County to ensure tenants comply with all terms of their leases as well as FAA guidance and regulations. City shall provide a comprehensive report of the status of all third-party Airport leases to County twice yearly, in June and December of each year. City shall also coordinate with County on periodic inspections of all hangars and leaseholds.

##### **C. FAA Compliance and Master Planning.**

City shall coordinate with County's selected Airport consultants and designated FAA representatives to ensure compliance with all AIP sponsor assurances, FAA regulations, and master planning obligations. City will promptly notify County of any current or anticipated occurrences of non-compliance.

##### **D. Periodic Reporting.**

City shall provide a report to County each quarter detailing all significant Airport activities, including the status of FBO operations, updates or issues with third-party Airport leases, and capital projects.

#### **5. COUNTY'S OBLIGATIONS.**

County's obligations under this Agreement include all other aspects of the management and operation of the Airport. These obligations specifically include the following.

##### **A. Legal and Financial Services.**

County, or its agent, will draft all necessary legal documents, including those required to transfer an interest in real property, solicit and contract with third parties, and regulations and policies. Additionally, County will handle all Airport finances, including processing all payments from Airport tenants, submitting payments to vendors and contractors, and state and federal grant funds.



**B. Inspection and Enforcement.**

County will, with cooperation from City, perform all inspections of Airport leaseholds. When warranted, County will pursue enforcement actions against Airport tenants or members of the public in violation of Airport regulations or policies.

**C. Maintenance and Improvements.**

County will, with cooperation from City, make all capital improvement decisions regarding Airport property and in conformance with the master plan. All capital improvement and property maintenance costs not funded through grants will be paid for by County.

**6. FINANCES.**

**A. Reconciling City's Airport Fund.**

City has established a "City Airport Fund," which is a component of the City of Prineville budget and subject to State law, local budget law, and City policy. As of the Effective Date of this Agreement, the Parties shall work collaboratively to reconcile the City Airport Fund and ensure that all contributions from City and County are equal, and the accounts are balanced. The City's administration fee shall be prorated to the Effective Date, with reconciliation complete by March 31, 2024 and any required payments submitted to the other Party by April 30, 2024. Following reconciliation, any remaining funds shall be the sole property of the Party or entity thereafter managing the fund or monies derived therefrom.

**B. City's Airport Expenses.**

As of the Effective Date, City's reasonable and necessary Airport Expenses, which comprise licensed Airport vehicle maintenance costs, shall be borne or reimbursed by County. If and when said Airport vehicles require replacement, County shall purchase and own the replacement vehicles.

**7. COLLABORATION AND COOPERATION.**

**A. Generally.**

The Parties will collaborate in good faith regarding all aspects of this Agreement to achieve their Joint Goals for the Airport. The Parties agree to meet to discuss any topic under this Agreement within 30 calendar days upon request of either Party.

**B. Dispute Resolution.**

If a dispute arises between the Parties concerning matters related to this Agreement or the interpretation of any provision herein, it is always best to resolve such issues informally and efficiently. City and County hereby agree to first attempt to resolve any such disputes through cooperative dialogue with the good faith intention of achieving resolution within thirty days of initiating discussions. If no resolution has been mutually agreed in writing after thirty days of the start of these informal negotiations, either Party may elect to resolve the dispute through mediation or arbitration, using such process as they may choose. Both Parties enter into this informal dispute resolution process voluntarily and in furtherance of their Joint Goals.

## **8. INSURANCE.**

County shall sufficiently insure all facilities and equipment owned by County. The current licensed Airport vehicles are and will remain owned by City and insured by the FBO, naming both County and City as additional insureds.

## **9. INDEMNIFICATION.**

Neither Party shall be liable to the other for any incidental or consequential damages arising out of or relating to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

### **A. Generally.**

If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third-Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this section, and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing, are conditions precedent to the Other Party’s contribution obligation under this section with respect to the Third-Party Claim.

### **B. County’s Contribution.**

With respect to a Third-Party Claim for which County is jointly liable with City (or would be if joined in the Third-Party Claim), County shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of County on the one hand and of City on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the County had sole liability in the proceeding.

### **C. City’s Contribution.**

With respect to a Third-Party Claim for which City is jointly liable with the County (or would be if joined in the Third-Party Claim), City shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of City on the one hand and of the County on the other hand in connection with the events that resulted in such expenses, judgments,

finances or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of the County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### **D. Other Claims.**

The Parties shall take all reasonable steps to cause their contractor(s) that are not units of County or the City as defined in ORS 190.003, if any, to indemnify, defend and hold harmless the other Party and their officers, employees and agents (the "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of that contractor or any of the officers, agents, employees or subcontractors of the contractor. The Parties specifically intend that the Indemnitee shall, subject to ORS 30.140 with regard to Third Party Claims, in all instances, except for claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all claims to the extent the damages are caused by their fault.

### **10. REPRESENTATIONS AND WARRANTIES.**

#### **A. Non-Discrimination.**

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this Agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-366), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

#### **B. Suspension or Debarment.**

City certifies herein that it is not excluded or disqualified from participating in any covered transaction under 2 CFR § 180.

#### **C. Signature Authority.**

The person signing this agreement hereby warrants that they have the legal authority to execute this agreement on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each Party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

## **11. NOTICES.**

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered (i) when hand-delivered to the other party at such addresses listed below, or at such other addresses as the receiving party may designate by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:  
Crook County  
Attn: County Administrator  
300 NE Third Street  
Prineville, OR 97754

To City:  
City of Prineville  
Attn: City Manager  
387 NE Third Street  
Prineville, OR 97754

With a copy to:  
Crook County Counsel  
300 NE Third Street  
Prineville, OR 97754

With a copy to:  
Jered Reid, Prineville City Attorney  
545 NE 7<sup>th</sup> Street  
Prineville, OR 97754

## **12. RECORDS MAINTENANCE; REVIEW AND AUDIT.**

Up until the date that reconciliation is complete pursuant to Section 6 above, the Parties shall maintain all financial records relating to the Agreement in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Moreover, the Parties shall make available to the other Party's duly authorized representatives access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings by the other Party that are pertinent to this Agreement, whether in paper, electronic, or other form. Upon reasonable request, the Parties shall promptly provide the other Party with any other such information regarding this Agreement that the other Party may require.

## **13. MISCELLANEOUS.**

### **A. Governmental Powers.**

Nothing in this Agreement should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

### **B. Relationship of the Parties.**

Nothing contained in this Agreement is to be deemed or construed, either by the parties to this Agreement or by any third party, to create any partnership, joint venture, or other association between County and City, particularly with respect to the other Party's debts or liabilities of whatever kind or nature, except as expressly provided herein.

### **C. Non-Delegation.**

City shall not delegate its obligations under this Agreement to any other individual, agency, or entity without the prior written consent and in the sole discretion of County.



**D. Survival.**

All agreements (including but not limited to indemnification agreements) set forth in this Agreement, the full performance of which are not required before the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**E. Severability.**

If any term or provision of this Agreement or the application of the Agreement to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

**F. Non-Waiver.**

The failure of County to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

**G. Force Majeure.**

If either party's performance of an obligation under this Agreement (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Agreement, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

**H. Costs and Attorney Fees.**

In the event there should be a breach or default under any provision of this Agreement and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and City agree that each party shall be responsible for its own attorneys' fees.

**I. Applicable Law and Venue.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

**J. Time Is of the Essence.**

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Agreement.

**K. Interpretation.**

In interpreting this Agreement in its entirety, the printed provisions of this Agreement and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Agreement may be construed against either party hereto. County and City acknowledge that they and their counsel have reviewed and revised this Agreement and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Agreement or any exhibit or amendment hereto.

**L. Headings, Captions, and References.**

The headings and captions contained in this Agreement are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this Agreement or any term or provision in it. The use of the term “Herein” refers to this Agreement as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Agreement includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

**M. Entire Agreement.**

This Agreement contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. City and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Agreement.

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**N. Counterparts.**

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date as set forth above.

CITY OF PRINEVILLE

\_\_\_\_\_  
Rodney J. Beebe, Mayor

Date:\_\_\_\_\_

\_\_\_\_\_  
Steve Forrester, City Manager

Date:\_\_\_\_\_

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

# Crook County/Prineville Airport

March 13, 2024



# Crook County/Prineville Airport – Features



- ~860 acres of land
- Enterprise zone
- Industrial zoning
- Cross wind runway
- Utilities on-site or extendable
  - Water
  - Sewer
  - Natural gas
  - Electricity
  - Fiber



# Crook County/Prineville Airport - Features

- Proximity to
  - Data centers
  - Central Oregon population
- Benefits
  - Fewer weather events
  - Lower land values
  - Cross wind runway
  - Less activity



# Crook County/Prineville Airport Recent Activity

- Signed FBO agreement
  - Fuel, maintenance, etc.
- Updated policies, lease agreements, lease terms
- Design \$5 million runway rehabilitation
- Capitalized the airport
  - Sold 80 acres - \$2.5 million
- Private sector corporate hangar development
  - Extending water, sewer and electrical



# Crook County/Prineville Airport Future Activity



- Extending utility infrastructure to facilitate
  - Corporate hangar development
    - 8,000-12,000 sq. feet
  - Aviation industrial development
    - Large lot development
      - 10+ acres
  - County T-hangar construction
- Runway rehabilitation project - \$5 million

# Crook County/Prineville Airport

- Operating under an IGA effective September 23, 2011
- City responsible for operation and management of airport
  - including hiring and firing employees
  - All accounting, budgeting, financial reporting, etc.
- County and City share equally in City Airport Fund shortfalls
- County loaned money from its Road Fund to retire a debt
  - \$1,003,107.32
  - Repaid by General Fund
    - To be repaid from sale or lease of other County-owned property, hangar lease income
- Five amendments, each extending the term
- IGA expired December 31, 2023



# Crook County/Prineville Airport

- Effective July 21, 2021, GASB enacted GASB 87 which required the owner (“County”) to capitalize all leases
- Financial reporting now both a City and County function
- County involvement at airport increased
- Airport business plan drafted
- County bought \$2.5 million of airport property – capitalizing airport
- FBO secured October 2023
- City staffing reduced to an Airport Manager
  - Reporting to two entities





# Crook County/Prineville Airport

	Combined ESTIMATE				
Airport	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Intergovernmental	440	5,446	590	3,575	-
Charges for Services	968	753	857	881	908
Miscellaneous - Interest earnings	123	65	47	54	35
<b>Revenue</b>	<b>1,531</b>	<b>6,264</b>	<b>1,493</b>	<b>4,510</b>	<b>943</b>
<b>Expenditures</b>					
Personnel	193	112	150	190	231
M&S	766	304	310	316	323
Capital Outlay	500	5,736	333	3,972	-
Debt Service	448	412	412	415	409
<b>Total Expenditures</b>	<b>1,907</b>	<b>6,564</b>	<b>1,205</b>	<b>4,894</b>	<b>962</b>
<b>Revenue over (under) expenditures</b>	<b>(376)</b>	<b>(300)</b>	<b>288</b>	<b>(384)</b>	<b>(19)</b>
<b>Beginning fund balance</b>	<b>2,545</b>	<b>2,169</b>	<b>1,869</b>	<b>2,157</b>	<b>1,773</b>
<b>Ending fund balance</b>	<b>2,169</b>	<b>1,869</b>	<b>2,157</b>	<b>1,773</b>	<b>1,754</b>
<b>Ratio Fund Balance to Expenditures</b>	<b>114%</b>	<b>28%</b>	<b>179%</b>	<b>36%</b>	<b>182%</b>

## Assumptions

- Existing leases
- Market adjustment FY 2026
- FBO
- Airport Manager – City
- ½ cost FY 2025- increasing 3% +35k/year

# IGA

- 1.A. Joint Goal – Airport to be self-sustaining
- 1.B. Replaces the entire previous IGA
- 2. Sets forth the payment amount from the County to the City for the airport manager and technology
  - One-half of estimated costs in FY 2025
  - Increasing by 3% plus \$35k over next three years
- 3. Term; 3 years, 3 months Evaluation for biennial budget 2027-2029
- Financial forecast based on current leases is to be at break even for operating costs by FY 2028
- 6. Settle up City Airport Fund in FY 2024

# Crook County/Prineville Airport

## Additional Information

- **Airport Manager:**  
[airport@CityofPrineville.com](mailto:airport@CityofPrineville.com)





## Agenda Item Request

**Date:**

*March 6, 2024*

**Meeting dates desired:**

*March 13, 2024, work session*

**Subject:**

*Discuss roles and responsibilities of Court (all commissioners) and board chair*

**Background and policy implications:**

*The County Court discussed roles of the commissioners at its March 1, 2024, goal setting meeting. The Court is scheduled to consider a change in its form of governance March 8, 2024. The attached red-line document includes the desired changes to a draft document discussed March 1. The draft roles and responsibilities for the board chair has yet to be discussed. Agreement to the roles and responsibilities will assist with County governance going forward. Changes can be made in the future.*

**Budget/fiscal impacts:**

*Not determined.*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator – to introduce and facilitate the discussion.*

**Attachments**

- *Draft roles and responsibilities of County Commissioners – red-line*
- *Draft roles and responsibilities of County Judge/Board Chair*

# Roles and Responsibilities of County Commissioners (all members)

## Summary

A Board of County Commissioners holds a pivotal role in governing and overseeing county government operations, with specific duties varying across states and jurisdictions. The key areas of responsibility encompass legislative authority, budget and finance, governance, zoning and land use, oversight of other governing boards, personnel matters, infrastructure and public works, intergovernmental relations, and community engagement.

## Legislative authority

- Enact ordinances and resolutions
- Enact policies

## Budget and Finance

- Establish budgets
- Establish service levels
- Establish fees and charges
- Send county-wide measures to the ballot
- Approve investment policies
- Review financial performance
- Serve as the audit committee
- Approve purchasing policies
- Approve purchases above a defined dollar threshold and or other metrics

## Governance

- Appoint members to various advisory and operating committees/commissions/boards
  - Planning Commission
  - Fair Board
  - Ag Extension Service District Advisory Board
  - Board of Property Tax Appeals
  - Budget Committee
  - Abatement of Dangerous Building Code, Appeals Committee
  - Community Health Advisory Council
  - Compensation Committee
  - Flat Rock Road District
  - Hahlen Special Road District
  - Library Board of Trustees
  - Local Public Safety Coordinating Council
  - Museum Advisory Board
  - Natural Resource Advisory Committee
  - Solid Waste & Recycling Advisory Committee
  - Taylor Grazing
  - Wolf Depredation Compensation Committee

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## Zoning and Land Use

- Appoint the Planning Commission
- Approve the comprehensive land use plan and changes
- Serve as the appeals board for land use decisions

## Governing board of other districts

- The Crook County Road District
- OSU Extension Service District

## Personnel

- Appoint and terminate County Manager-Administrator
- Ratify appointment and termination of department heads
- Participate in 360-degree evaluation of department heads
- Approve labor agreements
- Approve pay and benefits for unrepresented employees
- Establish personnel policies
- Rotate attendance at department head meetings – department updates
- May serve in a liaison role to a department if mutually agreed by the department head, County Court, Court member and County Manager

**Commented [AP1]:** This is suggested language to facilitate a couple of scenarios: 1. Onboarding a new director, 2. Facilitating discussions between the Manager and department head to help resolve issues.

## Infrastructure and Public Works

- Approve airport master plan
- Approve leases
- Approve transportation system plan
- Approve capital projects
- Approve solid waste management plan
- Approve franchise agreements
- Appoint court member liaison to oversee major capital projects

## Intergovernmental Relations

- Serve on various boards/committees
  - EDCO (Economic Development for Central Oregon)
  - COIC (Central Oregon Intergovernmental Council)
    - COACT (Central Oregon Area Commission on Transportation)
    - STIP (Statewide Transportation Improvement Fund)
  - COHC (Central Oregon Hospital Council)
  - Chamber of Commerce
  - AOC/committees (Association of Oregon Counties)
  - AEOC (Association of Eastern Oregon Counties)
  - OFRC (Oregon Forest Restoration Collaborative)
  - CREA (Community Renewal Energy Association)
- Engage and collaborate with the following intergovernmental partners
  - City of Prineville

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○ Crook County Parks and Recreation District

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○ Crook County Rural Fire District

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○ Crook County School District

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○ State elected officials

▪ Representative – District 59

▪ Senator – District 30

○ Federal elected officials

▪ Representative – 2<sup>nd</sup> District

▪ Senators

○ Oregon Agencies

▪ ODOT (Oregon Department of Transportation)

▪ OHA (Oregon Health Authority)

▪ OJD (Oregon Judicial Department)

▪ ODFW (Oregon Department of Fish and Wildlife)

▪ DEQ (Oregon Department of Environmental Quality)

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○ Federal Agencies

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▪ BLM (Bureau of Land Management)

▪ USFS (United States Forest Service)

▪ USDA (United States Department of Agriculture)

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### Community Engagement

● Engage with community groups and organizations

● Approve communications plan

● Respond to citizen inquiries

In summary, County Commissioners play a multifaceted role in legislative, financial, governance, and community aspects, contributing to the overall well-being and development of the county.

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**Role of County Judge/Board Chair**

(prepared by Judge Crawford)

The role of a County Judge/Chair is both outward facing and inward facing. The J/C works with staff to identify community priority agenda items, prepare Agendas for County meetings, and run those meetings. By proactively providing information related to community priorities the J/C helps advertise and promote the work of the County Government. The amount of media coverage of County business has declined in the last decade, so social media reach is a necessary part of the job.

The J/C also handles all public relations and manages relationships with the Association of Oregon Counties, Association of Eastern Oregon Counties, state-wide elected officials, state legislators, and members of Congress.

The County does not have a public relations or lobbying team, so the J/C takes on those roles to insure that County residents and non-residents are well aware of County issues and opportunities for economic development and tourism. This involves work with Business Oregon as well as Travel Oregon. The J/C interfaces with other state agencies as well as the Governor on an as needed basis, to insure that leaders in Salem are aware of the local impacts of State Agency Actions.

When it comes to discretionary state funds such as ARPA dollars the J/C coordinates with the AOC and other groups to maximize state and federal dollars coming back to Crook County.

If the County refers an election issue, such as bonds, to the voters of Crook County, the J/C takes a leading role in those campaigns. The J/C manages messaging around the issues, as well as campaign fundraising to make sure that County voters understand the benefits and burdens associated with the election issue.

The J/C is the face of the County government and needs to regularly attend and actively participate in stakeholder organizations that promote Crook County, as well as regional organizations that could have a positive or negative impact on the County.

The J/C is the person that constituents reach out to if they have questions related to how to go about a project or who at the County they need to talk to to get questions answered. The position is both a proactive and reactive position, that prevents problems or corrects misinformation, so that it doesn't lead to problems. Constituents regularly contact the J/C outside of normal work hours. Prior County judges have referred to it as an on-call position. That is consistent with my experience and the expectation of community members.

If there is a community event, community members expect that the J/C will be in attendance and actively participating.

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